case, the plaintiff had been kept entirely in the dark as to the affairs of the partnership till April 1958, and that the sale and winding-up of the partnership assets without her consent was invalid. *Chapple* v. *Cadell* [1] is authority for the principle that the majority partners have no power to sell the shares of a dissentient partner.

As to the defence of laches and acquiscence, the relative status of the plaintiff and her active partners over the long period of years, the trust she reposed in them, their failure to observe the utmost good faith and fair dealing towards her, their failure to make full disclosure of all material facts, their gross under valuation of the assets of the partnership, the continuation of monthly payments by the company until January 1962 without disclosing to her, for the first four years, that they were capital repayments, and the fact that she is illiterate and ignorant in business matters, are all material facts which in my opinion entitle her to relief.

In conclusion I shall merely quote the summary of the law which applies upon the dissolution of a partnership, set out in page 621 of *Lindley on Partnership* (12th Ed.) as follows:

"(1) That each partner has a right to have the partnership assets applied in liquidation of the partnership debts, and to have the surplus assets divided.

(2) That the right of each partner is to insist on a sale of the partnership assets; there being, in the absence of special circumstances, no right in any partner to have the value of his own or of any co-partner's share determined by valuation, or to have the partnership property, or any portion of it, divided in specie.

(3) That each partner has a right to insist that nothing further shall be done, save with a view to winding up the concern.

I accordingly declare (1) that the partnership was dissolved on April 1, 1958; (2) that the acquisition and taking-over of the partnership as a going concern was void and inoperative; (3) that the lands held under Klang C.T. Nos. 6559 & 6560 and Grant No. 3071 still form part of the assets of the partnership; (4) that the fourth defendant company, from the date of its commencing to trade on January 1, 1954, had the management and control of the business and assets of the partnership as trustee for the plaintiff and first three defendants, and should account to the plaintiff for her share.

I shall hear counsel further before making and giving the order and directions for winding up the affairs of the partnership, and before making the order as to costs.

Order accordingly.

Solicitors: *T. K. Sen & Co.; Skrine & Co.*

BACHAN SINGH v. PUBLIC PROSECUTOR

[A.Cr.J. (Ong J.) October 28, 1964]
[K.L. — Criminal Appeal No. 46 of 1964]

Criminal Procedure — Sentence — Non-compoundable offence — Injured party willing to compound — Consideration of in assessing sentence.

Although the offence charged is not compoundable the fact that the injured party was ready and willing to compound ought to have been taken into consideration when considering the propriety of any sentence.

MAGISTRATE'S CRIMINAL APPEAL.

Lall Singh Muker for the appellant.

Nik Saghir bin Mohd. Noor (Deputy Public Prosecutor) for the respondent.

Ong J.: The appellant was sentenced, on his own plea of guilty, to 18 months imprisonment by the President of the Sessions Court at Klang, for an offence of voluntarily causing hurt to a compatriot, Saudagar Singh, with a parang, contrary to section 324 of the Penal Code. His appeal is against sentence.

Although the offence charged is not compoundable, I think the fact that the injured party was ready and willing to compound ought to have been taken into consideration when considering the propriety of any sentence.

I have been informed by Mr. Lall Singh, counsel for the appellant, that the two men had been neighbours, that their quarrel arose over a trifling matter, that the complainant had since returned to India for good and that the appellant's continued employment as a dredge watchman might be jeopardised by such a long term of imprisonment as 18 months. In particular I have taken into account that a potentially dangerous weapon caused merely a slight injury.

I have therefore allowed the appeal, set aside the sentence of imprisonment and, under section 294 of the Criminal Procedure Code, bound him over in the sum of $500 with one surety for 3 years to keep the peace and be of good behaviour and to appear and receive judgment if and when called upon.

Appeal allowed.

Solicitors: *Lovelace & Hastings.*

MUNICIPAL COUNCILLORS OF MALACCA v. MOHAMED ALI & ANOR.

[O.C.J. (Gill J.) November 14, 1964]
[Malacca — Originating Summons No. 14 of 1964]

Local Government — Municipal Secretary — Appointment of — Liability of Municipal Councillors as trustees — Trustee Ordinance, 1949, ss. 56 and 60 — Municipal Ordinance (Cap. 133), ss. 3, 16, 26, 27 and 29.

This was an application for the determination of certain questions relating to the office of municipal secretary, Malacca. The facts were that the first defendant was originally appointed municipal secretary